



**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS**

APPROVAL OF

**TORRES MARTINEZ DESERT CAHUILLA INDIANS
BUSINESS LEASING REGULATIONS**

The attached Torres Martinez Business Leasing Regulations of 2017, submitted by the Torres Martinez Desert Cahuilla Indians and prepared in accordance with the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012, consisting of 14 pages and adopted by the Torres Martinez Desert Cahuilla Indians on July 26, 2017, is hereby approved.

Dated: December 29, 2017

Principal Deputy Assistant Secretary – Indian Affairs
Exercising the Authority of the Assistant Secretary –
Indian Affairs
United States Department of the Interior

Pursuant to the authority delegated by 209 DM 8

TORRES MARTINEZ DESERT CAHUILLA INDIANS
BUSINESS LEASING REGULATIONS

Section 1: General Provisions

a. These Regulations will be referred to as the *Torres Martinez Business Leasing Regulations of 2017*. These Leasing Regulations have been developed, approved, and promulgated under the authority of the Helping Expedite and Advance Responsible Tribal Homeownership Act of 2012 (the “HEARTH Act of 2012”), codified at 25 U.S.C. § 415(h).

b. The purposes of these Leasing Regulations are to:

1. Recognize the authority of the Torres Martinez Desert Cahuilla Indians to issue Leases, streamline the leasing process, and set forth details on management and enforcement of Business Leases on the Torres Martinez Indian Reservation;
2. Promote self-determination, encourage economic self-sufficiency, and increase business activity and employment on Tribal Land;
3. Remove the U.S. Department of the Interior from the Lease approval process; and
4. Implement the HEARTH Act of 2012 on the Torres Martinez Indian Reservation.

c. For purposes of these Regulations, the following words and phrases shall have the following meanings:

1. *Allotted Land* means any tract, or interest therein, in which the surface estate is owned by an individual Indian in Trust or Restricted Status.
2. *Assignment* means an agreement between a Lessee and an assignee whereby the assignee acquires all or some of the Lessee’s rights and assumes all or some of the Lessee’s obligations under a Lease.
3. *BIA* means the Secretary of the Interior or the Bureau of Indian Affairs within the Department of the Interior.
4. *Bond* means security for the performance of certain Lease obligations, as furnished by the Lessee, or a guaranty of such performance as furnished by a third-party Surety.

5. *Business Lease* means any Lease issued upon the Torres Martinez Indian Reservation for business purposes.
6. *Cancellation* means action by the Tribe to end a Lease.
7. *Categorical Exemption* means a category of activities for which an environmental assessment is not required.
8. *Fair Annual Rental* means the amount of rental income that a leased tract of Tribal Land would most probably command in an open and competitive market.
9. *General Council* means the governing body of the Tribe composed of all enrolled members eighteen years of age or older.
10. *Interest*, when used with respect to Tribal Land, means an ownership right to the surface estate of Tribal Land that is unlimited or uncertain in duration, including a life estate.
11. *Interested Party* means a person or entity with a right, claim or other interest in these Regulations.
12. *Lease* means a written contract between the Tribe and a Lessee whereby the Lessee is granted a right to possess Tribal Land for a specified purpose and duration. The Lessee's right to possess will limit the Tribe's right to possess the leased premises only to the extent provided in the Lease.
13. *Lessee* means a person or entity who has acquired a legal right of possession to Tribal Land by a Lease under these Regulations.
14. *Lessor* means the Torres Martinez Desert Cahuilla Indians which holds beneficial property title and conveys the right to use and occupy Tribal Land under a Lease.
15. *LTRO* means the Land Titles and Records Office of the BIA having jurisdiction of the Tribe's leasing activities.
16. *NEPA* means the National Environmental Policy Act (42 U.S.C. §§ 4321 *et seq.*).
17. *Public*, as used within the environmental review process, means tribal members, individuals who live or work on Tribal Land, and entities located contiguous to any Tribal Land which is the subject of the leasing decision and which is affected by such leasing decision.

18. *Secretary* means the Secretary of the Interior or an authorized representative.
19. *Significant Effect* means a substantial or potentially substantial change in the environment, including land, air, water, minerals, flora, fauna, ambient noise, cultural areas and objects of historic, cultural, aesthetic, or socio-economic significance.
20. *Sublease* means a written agreement by which the Lessee grants to an individual or entity a right to possession no greater than that held by the Lessee under the Lease.
21. *Surety* means one who guarantees the performance of another.
22. *Trespass* means the unauthorized possession, occupancy, holding over upon, entry upon, encumbrance, or use of Tribal Land.
23. *Tribal Administrator* means the person employed by the Tribe who manages the day-to-day operations of the Tribe's government under the general supervision of the Tribal Council.
24. *Tribal Chair* means the chief executive of the Tribe.
25. *Tribal Council* means the body duly elected by the General Council to exercise the administrative powers of the Tribe to implement and enforce all ordinances, resolutions and other approved actions of the General Council and to negotiate on behalf of the Tribe.
26. *Tribal Land* means any tract, or Interest therein, in which the surface estate is owned by the Tribe in Trust or Restricted Status, and includes such lands reserved for BIA administrative purposes.
27. *Tribal Law* means the body of law that governs land and activities under the jurisdiction of the Tribe.
28. *Tribe* means the Torres Martinez Desert Cahuilla Indians, a federally recognized Indian tribe.
29. *Trust or Restricted Status* means that the United States holds title to the tract or Interest in trust for the benefit of the Tribe or that the Tribe holds title to the tract or Interest but can alienate or encumber it only with the approval of the United States because of limitations in the conveyance instrument under federal law or limitations in federal law.

d. These Regulations apply to the leasing of Tribal Land for business purposes only. Nothing herein shall be construed to affect the terms and conditions of existing Leases approved

prior to the effective date of these Regulations. These Regulations will take effect when approved by the Secretary or an authorized designee.

- e. These Regulations will not apply to:
 - 1. Allotted Land;
 - 2. Any lease of individually owned land, whether held in trust or not;
 - 3. Mortgages of Tribal Land as well as mortgages of leasehold interests;
 - 4. Contracts or agreements that encumber Tribal Land under 25 U.S.C. § 81, as amended;
 - 5. Traders' licenses;
 - 6. Timber contracts;
 - 7. Rights-of-way;
 - 8. Leases for the exploration, development, or extraction of any mineral resources;
 - 9. Tribal Land Assignments and similar instruments authorizing uses of Tribal Land under Tribal Law;
 - 10. Leases of water rights associated with Tribal Land, except to the extent the use of water rights is incorporated in a Lease of the land itself; or
 - 11. Any existing Leases which were approved by the BIA prior to the effective date of these Regulations.

f. In addition to these Regulations, Leases approved hereunder will also be subject to applicable federal law, Tribal Law to the extent consistent with applicable federal law, and California law where made applicable by the Tribe or the United States, or where agreed to by the parties in the Lease.

Section 2: Process for Obtaining a Lease

a. The Tribe may enter into a Lease subject to the approval of the General Council so long as the Lease complies with these Regulations and applicable law. The Tribe shall comply with the environmental review process set forth herein before approving or disapproving a Lease of Tribal Land. Upon approval by the General Council, the Tribal Chair will execute all Leases. All Subleases, Assignments, amendments, encumbrances, renewals, modifications and Cancellations may be approved by the Tribal Council and executed by the Tribal Chair.

b. All applicants for a Lease shall submit to the Tribe such documents and information, and pay all fees and costs, as may be required by the Tribe. This should include, but not necessarily be limited to:

1. A business plan;
2. The precise location and dimensions of the proposed premises;
3. Whether the proposed Lease will be solely for the use of existing buildings or similar facilities or instead will require expansion thereof or new construction;
4. Whether there will be any excavation or construction required for the provision of utility service for the planned operations and activities at the proposed premises;
5. Whether the planned operations and activities will generate any air emissions, water discharges, or waste materials or affect natural, cultural, recreational, historic, socio-economic, or other resources of the Tribe;
6. Graphic indications of the expected exterior appearance of any constructed improvements or accessory attachments to the premises;
7. Plans of development or construction schedules for the proposed site; and
8. Reports, surveys, and site assessments needed to facilitate compliance with applicable tribal environmental, cultural resource, and land use requirements, restoration and reclamation plans, and infrastructure needs.

c. If a Lease is approved by the Tribe, the Lease and any Lease documents (Subleases, Assignments, amendments, encumbrances, renewals, modifications and Cancellations) must be recorded with the LTRO for the Pacific Region and with the Tribe's Planning Department or other office responsible for managing leasing activity on Tribal Land.

Section 3: Lease Requirements

a. The Tribe may develop a model form Lease consistent with these Regulations with standard terms and conditions and make the model form Lease available to prospective Lessees if developed. The standard terms and conditions may be modified by the Tribal Council. The Tribe may also negotiate a lease not using the model form so long as such negotiated lease conforms to these Regulations and applicable law. All Leases and Lease documents (Subleases, Assignments, amendments, encumbrances, renewals, modifications and Cancellations) must be in writing and state the effective date of the document.

b. The term of a Business Lease shall not exceed 25 years, except that any such Lease may include an option to renew for up to two (2) additional terms, each of which may not exceed 25 years. If the Lease provides for an option to renew, the Lease must specify the time and manner to exercise the option, the additional consideration that will be due upon exercise of the option, and any other conditions for renewal that the Tribe may include in the Lease.

c. All Leases must identify:

1. The tract or parcel of land being leased;
2. The purpose of the Lease and authorized uses of the leased premises;
3. The parties to the Lease;
4. The term of the Lease;
5. The rental amount and whether there will be rental reviews or adjustments, how and when they will be done, when any adjustments will be effective, and how disputes regarding adjustments will be resolved;
6. The ownership of permanent improvements and the responsibility for constructing, operating, maintaining, managing, and removing permanent improvements;
7. Payment requirements including the dates on which payments are due, to whom payments are made, and acceptable forms of payment;
8. Late payment charges including penalties and interest, if any;
9. Due diligence requirements;
10. Insurance requirements; and
11. Bonding requirements, if any.

All Leases must describe the leased premises by reference to an official or certified survey. The legal description must be of sufficient detail to meet recording requirements for the LTRO.

d. Absent extenuating circumstances as determined by the Tribal Council, all Leases should be for the Fair Annual Rental amount unless waived by the Tribal Council. The Fair Annual Rental amount should be determined by an appraisal performed by a licensed appraiser utilizing the Uniform Standards of Professional Appraisal Practice or commonly accepted method of appraisal.

e. All Leases must include the following provisions:

1. The obligations of the Lessee and its sureties to the Tribe are also enforceable by the United States, so long as the land remains in Trust or Restricted Status;
2. There must not be any unlawful conduct, creation of a nuisance, illegal activity, or negligent use or waste of the leased premises;
3. The Lessee must comply with all applicable laws, ordinances, rules, regulations, and other legal requirements, including the Tribe's TERO which gives a preference in hiring to qualified tribal members based on their political affiliation with the Tribe;
4. If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this Lease, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the Lessee will contact the Tribe to determine how to proceed and an appropriate disposition;
5. The Tribe has the right, at any reasonable time during the term of the Lease and upon reasonable notice, to enter the leased premises for inspection and to ensure compliance;
6. The Tribe may, at its discretion, treat as a Lease violation any failure by the Lessee to cooperate with a request by the Tribe to make appropriate records, reports, or information available for inspection and duplication by the Tribe; and
7. The Lessee consents to jurisdiction and venue in the tribal court to resolve all disputes regarding the Lease.

f. Unless the Lessee would be prohibited by law from doing so, the Lease must also contain the following provisions:

1. The Lessee holds the Tribe and the United States harmless from any loss, liability, or damages resulting from the Lessee's use or occupation of the leased premises; and
2. The Lessee indemnifies the Tribe and the United States against all liabilities or costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or the release or discharge of any hazardous material from the leased premises that occurs during the Lease term, regardless of fault, with the exception that the Lessee is not required to indemnify the Tribe for liability or cost arising from the Tribe's own gross negligence or willful misconduct.

g. If permanent improvements are to be constructed, the Lease must include due diligence requirements that require the Lessee to complete construction of any permanent improvements within the schedule specified in the Lease or general schedule of construction, and a process for changing the schedule by mutual consent of the parties. If construction does not occur, or is not expected to be completed, within the time period specified in the Lease, the Lessee must provide the Tribe with an explanation of good cause as to the nature of any delay, the anticipated date of construction of facilities, and evidence of progress toward commencement of construction. Failure of the Lessee to comply with the due diligence requirements of the Lease is a violation of the Lease and may lead to Cancellation of the Lease.

h. Permanent improvements placed on the leased premises will become the property of the Tribe upon expiration or Cancellation of the Lease unless expressly provided otherwise in the Lease. If the permanent improvements may be removed by the Lessee, the Lease must specify the maximum time allowed for removal of any such improvements after which title and possession will vest in the Tribe.

i. If the leased premises are within an Indian irrigation project or drainage district, except as provided by 25 C.F.R. Part 171, the Lessee must pay all operation and maintenance charges that accrue during the Lease term. The Lessee must pay these amounts to the appropriate office in charge of the irrigation project or drainage district. Such charges will be in addition to the rental payments required by the Lease.

j. Depending on the circumstances, the Tribe may or may not require a performance or Surety Bond in an amount that will reasonably assure performance of the contractual obligations under the Lease. However, the Lease must require Lessee to secure insurance from a nationally accredited insurance company with an A.M. Best's financial strength rating of "A" or better, and authorized to do business in the State of California, with the amount of coverage adequate to protect any improvements on the leased premises against loss from fire, explosions, land movement, vandalism, theft or similar occurrences; Commercial General Liability or similar coverage for all damages, losses, claims, actions, and liabilities, including property damage, personal injuries and death, in an amount determined adequate by the Tribe, with the Tribe and the United States named as additional insureds; and such other insurance as may be necessary to protect the Lessor's interest and set forth in the Lease. The insurance may not be cancelled or changed without prior written notice to and approval by the Tribe.

k. While the leased premises are in federal Trust or Restricted Status, all of the Lessee's obligations under the Lease, and the obligations of the Lessee's sureties, are to the United States as well as to the Tribe.

Section 4: Administration and Enforcement

a. The Tribe will ensure that Lessees meet their payment obligations through collection of rent and the prompt initiation of collection and enforcement actions in the tribal court as necessary. The Tribe will also ensure that Lessees comply with the operating requirements in their Leases, through appropriate inspections and enforcement actions as needed, to protect the interests of the Tribe. The Tribe will also take immediate action to recover

possession from trespassers operating without a Lease, and take other emergency action as needed to preserve the value of the land.

b. The Tribe will establish a system for managing leasing activity on Tribal Land, including establishing and maintaining an office as the prime location of leasing management activities and assigning staff with responsibility over management of leasing activity.

c. The Tribe will charge an administrative fee to be set forth in a separate schedule each time the Tribe reviews a Lease, a Lease amendment, an Assignment of a Lease, a Sublease, or related document. These fees will be paid by the Lessee, assignee, sublessee, or permittee to cover the Tribe's costs in preparing or processing the documents and administering the Lease. The Tribe may waive all or part of these administrative fees in the Tribe's sole discretion.

d. A Lease must specify the rate at which interest will accrue on any rent payment not made by the due date or any other date specified in the Lease. A Lease may also identify additional late payment penalties that will apply if a rent payment is not made by a specified date. Unless otherwise provided in the Lease, such interest charges and late payment penalties will apply in the absence of any specific notice to the Lessee from the Tribe and the failure to pay such amounts will be treated as a Lease violation. Notwithstanding the above, the Tribe may waive or reduce the amount of accrued interest charges or late payment penalties in its sole discretion.

e. A Lessee's failure to pay rent in the time and manner required by a Lease will be a violation of the Lease, and a notice of violation will be issued as set forth below. The Tribe will send the Lessee and its Sureties a notice of violation within five (5) business days of the date on which the rent payment was due.

f. If the Lessee fails to provide proof of payment or cure the violation within ten (10) business days from the date on which the rent payment was due, the Tribe may take immediate action to recover the amount of the unpaid rent and any associated interest charges or late payment penalties. The Tribe may also cancel the Lease as set forth in Section 4(i) below, and/or invoke any other remedies available under the Lease or applicable law, including collection on any available Bond. An action to recover any unpaid amounts will not be conditioned on the prior Cancellation of the Lease or any further notice to the Lessee, nor will such an action be precluded by a prior Cancellation.

g. Partial payments and underpayments may be accepted by the Tribe, but acceptance will not operate as a waiver with respect to any amounts remaining unpaid or any other existing Lease violations. Unless otherwise provided in the Lease, overpayments may be credited as an advance against future rent payments, or refunded.

h. If a personal or business check for rent is dishonored by the financial institution on which the check was drawn, and a rent payment is therefore not made by the due date, the failure to make the payment in a timely manner will be a violation of the Lease, and a notice of violation will be issued as set forth in Section 4(i) below. If such occurs, the Tribe may require

that any payment made to cure such a violation, and any future payments by the same Lessee, must be made by an alternative payment method or source approved by the Tribe.

i. If the Tribe determines that a Lease has been violated, the Tribe will send the Lessee and its Sureties a notice of violation within five (5) business days of that determination. The notice of violation must be provided by certified mail, return receipt requested. Within ten (10) business days of the receipt of a notice of violation from the Tribe, the Lessee must (1) cure the violation and notify the Tribe in writing that the violation has been cured, (2) dispute the Tribe's determination that a violation has occurred and/or explain why the Tribe should not cancel the Lease, or (3) request additional time to cure the violation. The parties may negotiate a mutually acceptable remedy.

j. If a notice of violation has been issued by the Tribe to a Lessee and if the Lessee does not cure the violation of the Lease within the requisite time period, the Tribe may (1) cancel the Lease, (2) invoke any other remedies available to the Tribe under the Lease and applicable law, including collecting on any available Bond, and/or (3) grant additional time in which to cure the violation. If the Tribe decides to grant a Lessee additional time in which to cure a violation, the Lessee must proceed diligently to complete the necessary corrective actions within a reasonable or specified time period from the date on which the extension is granted.

k. If the Tribe decides to cancel the Lease, the Tribe will send the Lessee and its sureties a Cancellation letter within five (5) business days of that decision. The Cancellation letter must be sent to the Lessee by certified mail, return receipt requested. The Cancellation letter will:

1. Explain the grounds for Cancellation;
2. Notify the Lessee of the amount of any unpaid rent, interest charges, and/or late payment penalties due under the Lease;
3. Notify the Lessee of its right to appeal and how to appeal the Cancellation to the Tribal Council; and
4. Order the tenant to vacate the property within 30 days of the date of receipt of the Cancellation letter, if an appeal is not filed by that time.

1. To appeal a Cancellation, the Lessee must send a notice of appeal by certified mail, return receipt requested to the Tribal Council care of the Tribal Administrator. The notice of appeal must be received by the Tribal Administrator at the Tribal Administration Building (66-725 Martinez St., Thermal, CA 92274) within 30 days of the date of receipt of the Cancellation letter or else the Cancellation letter will be final. The notice of appeal must set forth facts explaining why the Lessee believes the Lease should not be cancelled and the notice of appeal must be signed under penalty of perjury under the laws of the United States. Upon timely receipt, the Tribal Council will consider the appeal and issue a final decision. The Tribal Council may or may not allow oral argument.

m. Absent an appeal, if Lessee remains in possession of the premises after the expiration or Cancellation of a Lease, the Tribe will treat the unauthorized use as a Trespass and take appropriate action to recover possession of the leased premises and pursue any additional remedies available under applicable law.

n. If a Lessee or any other party causes or threatens to cause immediate and significant harm to the leased premises during the term of a Lease, the Tribe will take appropriate emergency action. Emergency action may include judicial action seeking immediate cessation of the activity resulting in or threatening the harm.

Section 5: Coordination with and Oversight by the BIA

a. Whenever the Tribe executes a Lease pursuant to these Regulations, the Tribe shall provide the BIA office having jurisdiction of the Tribe's leasing activities with: (1) original or certified copies of Lease documents, including any amendments to or renewals of the Lease, and (2) in the case of Tribal Regulations or a Lease that allows for Lease payments to be made directly to the Tribe, documentation of the Lease payments that are sufficient to enable the Secretary to discharge the trust responsibility of the United States as set forth below.

b. The United States shall not be liable for losses sustained by any party to a Lease executed pursuant to these Regulations and under the HEARTH Act of 2012. Pursuant to the authority of the Secretary to fulfill the trust obligation of the United States to the Tribe under federal law (including regulations), the Secretary may, upon reasonable notice from the Tribe and at the discretion of the Secretary, enforce the provisions of, or cancel, any Lease executed by the Tribe pursuant to these Regulations and under the HEARTH Act of 2012.

c. An Interested Party, after exhausting all applicable Tribal remedies, may submit a petition to the Secretary, at such time and in such form as the Secretary determines to be appropriate, to review the compliance of the Tribe with these Regulations approved by the Secretary under the HEARTH Act of 2012. If, after carrying out a review under this section, the Secretary determines that the Tribal Regulations were violated, the Secretary may take any action the Secretary determines to be necessary to remedy the violation, including rescinding the approval of the Tribal Regulations and reassuming responsibility for the approval of Leases of tribal Trust Lands. If the Secretary determines that a violation of the Tribal Regulations has occurred and a remedy is necessary, the Secretary may take action deemed appropriate, including, but not limited to, the following:

1. Make a written determination with respect to the Tribal Regulations that have been violated;
2. Provide the Tribe with a written notice of the alleged violation together with such written determination; and
3. Prior to the exercise of any remedy, the rescission of the approval of the Tribal Regulation involved, or the resumption of Lease approval responsibilities, provide the Tribe with ---

- A. A hearing that is on the record; and
- B. A reasonable opportunity to cure the alleged violation.

Section 6: Environmental Review Process

a. In order to comply with the guidance given for approval of leasing regulations in the HEARTH Act of 2012, the Tribe shall provide an environmental review process as part of its administration of proposed Leases hereunder. Leases approved and executed without compliance with this environmental review process shall be null and void.

b. Based on the information provided to the Tribe, the Planning Department shall identify and evaluate any potential or Significant Effects of the proposed Lease on the environment. The Planning Department will need to identify the environmental setting which may include:

1. Land resources such as topography, soils, geology, mineral, and paleontological resources;
2. Water resources including surface and ground water and their quality, quantity, use and rights;
3. Air quality;
4. Living resources including wildlife and vegetation, terrestrial, aquatic, threatened and endangered species, ecosystems and biological communities and agriculture, livestock crops, and prime and unique farmland;
5. Cultural resources including historic and archaeological resources and cultural, religious, and traditional properties;
6. Socioeconomic conditions including employment and income, demographic trends, lifestyle and cultural values, rural/urban, community infrastructure, public services, utilities, and environmental justice;
7. Resource use patterns including hunting, fishing, gathering, agriculture, mineral extraction, recreation, transportation, and land use plans; and
8. Other values such as noise, light, odor, visual, public health and safety, climate change, and hazardous materials.

c. If the Planning Department determines that the Lease will not have a Significant Effect on the human environment or any natural, cultural, recreational, historic, socio-economic

or other Tribal resource, the decision to approve the Lease will be categorically exempt from any further environmental review process.

d. If the Planning Department determines that the Lease might have a Significant Effect on the human environment or some Tribal resource, the Planning Department shall undertake an environmental assessment or request an environmental assessment from the Lessee that includes the identification and evaluation of the potential or Significant Effects of the proposed action on the environment or Tribal resource. The Planning Department shall conduct an evaluation of the significance of all identified potential environmental effects of the proposed action. The Planning Department may look to the standards of significance set forth in NEPA, 42 U.S.C. §§ 4321 *et seq.*, and related federal regulations found at 40 C.F.R. §§ 1501 *et seq.* The Tribe may rely on an applicable completed federal environmental review under federal law in lieu of conducting its own environmental review. The potential Lessee will be responsible for all costs of the environmental review process.

e. As part of this environmental assessment process, the Tribe shall ensure that the Public is informed of, and has a reasonable opportunity to comment on, any significant environmental impacts of the proposed action identified by the Tribe. Once an environmental report has been prepared, the Tribe shall give notice to the Public of the opportunity to review and comment on the report. Depending on the nature of the proposed action as determined by the Planning Department, the notice shall be posted in the Tribal Administration Building, published in the legal notices section of a local newspaper, and/or mailed to Interested Parties such as adjacent landowners or government officials. The notice must provide a brief description of the proposed action and its location, as well as the process for Public comment. The Public will have only thirty (30) days to comment. All Public comments on the proposed action shall be copied, recorded, or otherwise documented and preserved by the Tribe.

f. After completion of the environmental assessment, and after reviewing all Public comments and the recommendations from staff and consultants, the Tribe shall decide whether to approve or disapprove the Lease. Prior to any approval or disapproval of a proposed Lease under these Regulations, the Tribe shall provide written responses to all relevant and substantive Public comments on any Significant Effects of the proposed action. The Tribe may provide collective responses to Public comments of similar content on specific identified Significant Effects of the proposed action. In making its determination whether to approve or disapprove a Lease, the Tribe shall consider whether any Significant Effects upon the environment exist and, if so, whether those impacts can be mitigated. No member of the Public may challenge or appeal any decision by the Tribe to approve or disapprove a Lease.

Section 7: Miscellaneous

a. Major substantive changes to these Regulations may be made by the Tribal Council with BIA approval. Minor technical amendments may be made by the Tribal Council without BIA approval.

b. These Regulations do not constitute a waiver of the sovereign immunity of the Tribe or its officers, employees, attorneys, and agents, and the Tribe reserves all rights for itself and its officers, employees, attorneys, and agents not expressly waived by these Regulations.

c. If any provision of these Regulations or the application thereof to any person or circumstance is held invalid, the remainder shall not be affected and shall remain in full force and effect.

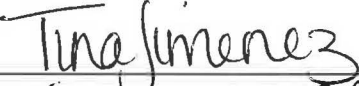
d. In application of these Regulations, if the provisions of these Regulations conflict with the provisions of any other law, code, ordinance, rule or regulation, these provisions shall control.

CERTIFICATION

The undersigned, duly elected members of the Torres Martinez Desert Cahuilla Indians Tribal Council, do hereby certify that the foregoing the Leasing Regulations were adopted by the General Council at a properly called meeting with a quorum present on January 16, 2016 by vote of 16 in favor, 0 opposed, and 7 abstaining. We do further certify that the foregoing has not been rescinded or amended in any way.



Tribal Chair



Secretary (in absence of ASantillanes)